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EVERETTE VARNEY, MAYOR

SPECIFICATIONS FOR 2013-2014 WINTER DE-ICING SALT

BID OPENING JUNE 26, 2013 2:00 PM EDT

SCOPE:

The City of Georgetown is seeking sealed bids for 2013-2014 Winter De-Icing Salt until 2:00 p.m. June 26, 2013 at the City Clerk's Office, 100 N. Court Street, Georgetown, KY 40324. The purpose of the salt is for removing ice and snow from the City streets. The City Reserves the right to accept or waive all bids. Bid packages are available at the City Clerk's Office, Department of Public Works or it can be downloaded at www.georgetownky.gov.

GENERAL COMPLIANCE:

Please read these instructions carefully.

"NO Response:" Proposers unable or unwilling to submit a response should immediately return a letter stating they will not be submitting a response with the RFP number marked clearly on the outside of the envelope. Any proposer not submitting a proposal is encouraged to indicate the reason(s) for not participating.

At the time of submission, each proposer will be presumed to have inspected the site(s), if necessary, and to have read the scope and to be familiar with the project. The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to this proposal.

All proposals and submitted information becomes the property of the City of Georgetown and will not be returned to the proposer.

The Proposer must submit one (1) master signed hardcopy, (0) duplicates and one electronic version in PDF format on a flash drive or CD which will become the property of the City of Georgetown. These must be sealed in a container with the proposal number, project name, proposer or proposing team name and opening date clearly marked on the outside of the container. The cover of the original bid should be marked "Original" and the covers of copies should be marked "Copy." The proposal shall be addressed and delivered to City Clerk, 100 North Court



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Street, Georgetown, KY 40324 prior to bid opening scheduled for June 26, 2013, 2:00 PM prevailing local time.

ANY PROPOSALS NOT RECEIVED PRIOR TO SCHEDULED OPENING TIME WILL BE REJECTED AND RETURNED UNOPENED.

METHOD OF PROCUREMENT: Competitive sealed bidding will be the method of procurement for the purchase of the item(s) specified herein. A copy of the City's Purchasing Policy is available on the City's website at www.georgetownky.gov.

KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the City, Vendor shall identify any information that is submitted as part of the bid that is proprietary or confidential in nature and not subject to release for public inspection. The City of Georgetown will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

NEW GOODS, FRESH STOCK: Unless otherwise specifically stated, all Contractors shall provide new commodities, fresh stock, latest model, design or package.

METHOD OF AWARD: This bid will be evaluated on the evaluation criteria established in the bid specifications.

The City of Georgetown reserves the right to reject any and all bids or to waive any irregularities in said bids. The right is also reserved to award bids based on the best interest and/or most advantageous to the City of Georgetown.

Award will be made to the lowest responsive and responsible bidder meeting specifications on each item. The City of Georgetown reserves the right to consider as a part of the bid evaluation the stated warranty, stated delivery schedule and payment terms.

PRICING: All prices shall be quoted exclusive of any taxes. The City of Georgetown is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the City from a supplier/manufacturer are exempt from sales tax. Any items purchased by a contractor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Bidders must provide manufacturer's product literature if available and appropriate with the bid submission.

Prices quoted shall remain firm and open to acceptance by the City of Georgetown for a minimum period of sixty (60) days after bid opening.

DELIVERY SCHEDULE: Delivery date shall be specified on each item quoted. The vendor will be expected to fulfill the delivery as specified.

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PAYMENT: The bid must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured into the unit price of the quoted item. The City of Georgetown reserves the right to select the most beneficial terms.

BONDING: A certified check or Bid Bond in the amount of five percent (5%) of the bid price must be included on the bid response. If a certified check is supplied it must be made payable to the City of Georgetown, and will be returned upon receipt of the performance bond and entering into a contract in accordance with specifications. In the event of failure to enter into a contract within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the City of Georgetown as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.

The successful vendor shall provide a performance bond, with sufficient surety satisfactory to the City, in an amount equal to the contract price.

DEFAULT; TERMINATION OF CONTRACT

In the event that any of the provisions of this Contract are violated by the Vendor such breach shall constitute a default. In the event of a default, the Owner may serve written notice upon the Vendor of its intention to terminate the Contract, such notice to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Vendor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.

SAFETY: Vendor must perform work in a safe and timely fashion, maintain a clean and safe work environment, follow safety requirements established by OSHA and the City of Georgetown, and may be required to provide safety equipment. If, in the opinion of the City, safety precautions are not in existence, work will cease immediately until corrective action is taken. Work will begin again only when vendor demonstrates to the satisfaction of the City that conditions are without risk.

INSURANCE REQUIREMENTS: The successful bidder covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

<u>Type of Insurance</u>	<u>Limits</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1,000,000/\$1,000,000 CSL
Commercial Automobile Liability	\$1,000,000

On all general and automobile liability policies of insurance contractor shall have the City named as an additional insured and shall further require that their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies. A current copy of bidder's

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insurance certificate providing proof of insurance as stated above must be on file in the Purchasing Department prior to bid award. Submission of insurance certificate copy may be included with the bid package.

HOLD HARMLESS AGREEMENT: The contractor/subcontractor covenants to save, defend, keep harmless, and indemnify the City of Georgetown and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the contractor's/subcontractor's negligent performance or non-performance of the terms of the contract.

BIDDER'S QUALIFICATIONS: Vendor must demonstrate to the satisfaction of the City of Georgetown that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract.

No contract will be awarded to any bidder who, in the opinion of the City, is not qualified to perform satisfactorily due to a previously unfavorable performance, reputation or lack of experience, capital, organization, equipment, and/or personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

Successful bidder must comply with the City of Georgetown ordinances relating to Occupational License Fees, Business Licenses, payroll and net profits and any other ordinances which may apply to any particular bid package.

EQUAL OPPORTUNITY STATUTES: The City of Georgetown is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful bidder must demonstrate to the satisfaction of the City that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the contractor will reimburse the City of Georgetown for any damages incurred due to any violation of the above mentioned statutes by the contractor while under contract to the City.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

BIDDER PREFERENCE: Pursuant to KRS 45A.494, which is incorporated herein by reference: "a resident Bidder of the Commonwealth shall be given a preference

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against a nonresident Bidder registered in any state that gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident Bidder. "

ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Requests for additional information or clarification of bid specifications should be directed to the City Clerk, 502-863-9804 (Fax 502-863-9962 (tracie.hoffman@georgetownky.gov). All inquiries shall be made no later than three (3) days prior to the bid opening date. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the City's website: www.georgetownky.gov. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

SPECIFICATIONS

GENERAL REQUIREMENTS:

The City is seeking a vendor(s) to provide the items listed below:

- 1.) Successful bid will guarantee the availability of 1,500 tons of salt during the 2013-2014 winter season with a 20 ton minimum dump truck delivery.
- 2.) Bids will include material and delivery, with receipt of the salt within 1 to 5 working days of an order being placed.
- 3.) Price should be based on FOB, 806 E. Jackson St., Georgetown, KY 40342.
- 4.) Contract will run through June 30, 2014.
- 5.) The selected contractor will be required to sign a standard agreement for goods and services with the City within 14 days of the Notice of Award. A Notice to Proceed will be issued once the agreement has been signed by both parties and all required paperwork herein described is received by the City.

AFFIDAVIT

Comes the Affiant, _____, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is _____ and he/she is the individual or the authorized representative of _____ (hereinafter referred to as "Bidder"), and is authorized to submit the bid response form, equal opportunity agreement and Vendor's Statement Pursuant to KRS 45A.343 attached hereto and incorporated herein by reference.

2. Bidder will pay all taxes and fees, which are owed to the City of Georgetown at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a City of Georgetown business license, if applicable, prior to award of the contract.

4. Bidder has authorized the City of Georgetown to verify the above-mentioned information with the Division of Revenue and to disclose that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 2 of the City of Georgetown Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

STATE OF _____
COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____ on this the _____ day of _____, 2013.

My Commission expires: _____

NOTARY PUBLIC, STATE AT LARGE

BID RESPONSE FORM

EXCEPTIONALITIES TO SPECIFICATIONS AND/OR COMMENTS

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by vendor and sub-vendor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:
The Vendor will not discriminate against any employee or applicant for employment because of physical or mental handicap.
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by vendors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:
The Secretary of Labor may investigate the employment practices of any Government vendor or sub-vendor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The City of Georgetown practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the vendors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Signature

Name of Business

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VENDOR'S STATEMENT PURSUANT TO KRS 45A.343

45A.343 Local Public Agency may adopt provisions of KRS 45A.345 to 45A.460—
Effect of adoption – Contracts are required to mandate revealing of violations of and compliance with specified KRS chapters – Effect of nondisclosure or noncompliance. (KRS 136 – Corporate taxes; KRS 139 – Sales & use taxes; KRS 141 – Income taxes; KRS 337 – Wage and hour; KRS 338 – Occupational safety; KRS 341 – Unemployment; KRS 342 – Workers Comp.)

The undersigned, as a duly authorized officer of _____
pursuant to KRS45A.343 states;

1. To the best of my knowledge, information and belief, _____ has not been finally determined to have violated any of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, or 342 that apply to it within the five year period preceding this statement.

2. _____ acknowledges that it will be required to be in compliance with those provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to it for the duration of the Contract to be entered into with the City of Georgetown, Kentucky.

3. _____ acknowledges that if it fails to reveal any final determination of violation of KRS Chapters 136, 139, 141, 337, 338, 341, or 342, or to comply with the applicable provisions of those statutes for the duration of the aforesaid Contract, such shall be grounds for The City of Georgetown, Kentucky to:

- a) Cancel its contract with _____, and
- b) Disqualify _____ from eligibility for future contracts awarded by The City of Georgetown for a period of two years.

This the _____ day of _____, 2013.

(Company Name)

By: _____

Title: _____